

1552.216-73

promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

(End of clause)

**1552.216-73 Fixed rates for services—
indefinite delivery/indefinite quantity
contract.**

As prescribed in 1516.505(b), insert the following clause to specify fixed rates for services in indefinite delivery/indefinite quantity contracts. When the contract contains options, the clause should be modified to reflect the information and data for the base period and any option periods.

FIXED RATES FOR SERVICES—INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (APR 1984)

The following fixed rates shall apply for payment purposes for the duration of the contract.

Personnel classification	Skill level	Estimated direct labor hours	Fixed hourly rate	Total
.....
.....
.....
.....

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Delivery Orders and accepted by the EPA Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Delivery Orders.

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(End of clause)

1552.216-74 Payment of fee.

As prescribed in 1516.307(b), insert the following clause:

PAYMENT OF FEE (MAY 1991)

(a) The term *fee* in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, *Level of Effort—Cost-Reimbursement Term Contract*.

(End of clause)

[56 FR 43711, Sept. 4, 1991, as amended at 63 FR 46899, Sept. 3, 1998]

1552.216-75 Base fee and award fee proposal.

As prescribed in 1516.405(b), insert the following clause:

BASE FEE AND AWARD FEE PROPOSAL (FEB 1999)

For the purpose of this solicitation, offerors shall propose a combination of base fee and award fee. Base fee shall not exceed 3% of the estimated cost, excluding fee, and the award fee shall not be less than ____% of the total estimated cost, excluding fee. The combined percentages of base and award fee shall not exceed ____% of the total estimated cost, excluding fee.

(End of clause)

[64 FR 3876, Jan. 26, 1999]

1552.216-76 Estimated cost and cost-sharing.

As prescribed in 1516.307(c), insert the following clause:

ESTIMATED COST AND COST-SHARING (APR 1996)

(a) The total estimated cost of performing the work under this contract is \$ _____. The Contractor's share of this cost shall not exceed \$ _____. The Government's share of this cost shall not exceed \$ _____.

(b) For performance of the work under the contract, the Contractor shall be reimbursed for not more than ____ percent of the cost of performance determined to be allowable under the Allowable Cost and Payment clause. The remaining balance of allowable cost shall constitute the Contractor's share.